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16 UNITED STATES DISTRICT COURT
17 SOUTHERN DISTRICT OF CALIFORNIA
18

19 NICOLAS WOOD, individually and on behalf
all others similarly situated,

20 Plaintiffs,
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22 v.
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BBG COMMUNICATIONS, INC., BBG
GLOBAL, AG, and BBG HOLDINGS, LTD.,

24 Defendants.
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Case No. 3:11-cv-00227-AJB -NLS

**JOINT MOTION TO DISMISS FIRST
AMENDED COMPLAINT WITH
PREJUDICE**

[Fed. R. Civ. P. 41(A)(ii)]

Complaint filed: February 2, 2011
Trial Date: None Set

1 Plaintiff Nicolas Wood ("**Plaintiff**"), on the one hand, and defendants BBG
 2 Communications, Inc. and BBG Global, AG (collectively "**Defendants**"), on the other hand,
 3 through their respective counsel of record, jointly move the Court to dismiss the above-captioned
 4 action with prejudice pursuant to Fed. R. Civ. P. 41(a)(ii).¹ The parties further agree that each
 5 party shall bear its own costs.

6
 7 Dated: February 9, 2012

EPPSTEINER & FIORICA ATTORNEYS, LLP

8 By

s/Stuart M. Eppsteiner

9 STUART M. EPPSTEINER

Attorneys for Plaintiff

10 Nicolas Wood

11 Dated: February 9, 2012

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

12 By

s/Fred R. Puglisi

13 FRED R. PUGLISI

14 Attorneys for Defendant,

15 BBG Communications, Inc. and BBG Global, AG

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 24 ¹ Rule 23(e), which states, "[t]he claims, issues, or defenses of a certified class may be settled,
 25 voluntarily dismissed, or compromised only with the court's approval," does not apply here
 26 because no class has been certified. *See Estate of Migliaccio v. Midland Nat'l Life Ins. Co.*, 436 F.
 27 Supp. 2d 1095, 1103 (C.D. Cal. 2006) ("Rule 23(e) is not implicated because no class action has
 28 been certified in this or any other case in which the Migliaccios are plaintiffs."); 2003 Advisory
 Notes To 2003 Amendments to Fed. R. Civ. P. 23(e) ("The new rule requires approval only if the
 claims, issues, or defenses of a *certified class* are resolved by a settlement, voluntary dismissal, or
 compromise." (emphasis added)).